

EXHIBIT B

**AGREEMENT
BETWEEN KENYON & KENYON AND CHARLES R. BRAINARD**

THIS AGREEMENT, effective as of October 1, 2002, is made by and between the firm of KENYON & KENYON (herein "THE FIRM"), having its principal office and place of business at One Broadway, New York, New York 10004, and CHARLES R. BRAINARD (herein "BRAINARD", unless otherwise noted), residing at 46 Great Jones Street, 6th Floor, New York, New York 10012. THE FIRM and BRAINARD are jointly referred to in this Agreement as "The Parties."

WHEREAS, under the terms of the Continuing Firm Agreement effective October 1, 1996, BRAINARD desires to become Of Counsel to THE FIRM on a year to year basis, effective October 1, 2003.

WHEREAS THE FIRM desires BRAINARD to become Of Counsel on the terms and conditions stated in this Agreement.

NOW THEREFORE, in consideration of their mutual undertakings set forth in this Agreement, the Parties agree as follows;

1. Of Counsel Status

(a). Effective October 1, 2003, THE FIRM will retain BRAINARD as Of Counsel ~~at a~~ *at a rate will be* *paid* salary of \$43,750 per month, to be paid in two equal installments at the same time as the equity partners receive their bi-monthly draw. In his capacity as Of Counsel, BRAINARD shall undertake such legal, consultative and administrative tasks as THE FIRM may request of him. While the relationship of Of Counsel exists, BRAINARD, shall not practice law for hire otherwise than as Of Counsel to THE FIRM and in its name except as otherwise expressly agreed to by THE FIRM in writing.

(b). BRAINARD may attend THE FIRM's social and business meetings when this is acceptable to the partners present, but without vote at the latter. BRAINARD will, as far as he is permitted to do so by the providers of such plans and programs, continue to participate, at his own expense, in THE FIRM's life, health, accident/disability and pension plans and any other similar programs in which equity partners generally may participate. BRAINARD will remain as Of Counsel to THE FIRM from fiscal year to fiscal year, but either THE FIRM or BRAINARD may terminate the relationship for the following year at any time upon sixty (60) days written notice to the other.

2. Confidentiality

It is expressly agreed by BRAINARD that this Agreement, and the terms and conditions of this Agreement, will be maintained in confidence and not be disclosed to anyone except to any tax or legal advisor or in response to any administrative, judicial, or governmental authority or a written consent for disclosure by BRAINARD from KENYON & KENYON.

AGREED TO AND ACCEPTED BY:

KENYON & KENYON

By: Robert D. Kenyon
Partner

Date: 9/5/03

CHARLES R. BRAINARD

Charles R. Brainard

Date: 9/5/03